

**Burbank Housing Development Corporation  
CALHOME PROGRAM**

**FIRST-TIME HOMEBUYER  
PROMISSORY NOTE**

**NOTICE TO BORROWER  
THIS DOCUMENT CONTAINS PROVISIONS  
RESTRICTING ASSUMPTIONS AND IS SECURED BY  
A SECOND DEED OF TRUST ON RESIDENTIAL PROPERTY**

Loan No. \_\_\_\_\_

§

\_\_\_\_\_, 2023

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_, (the “Borrower”) hereby promises to pay to the order of Burbank Housing Development Corporation (“Lender”) at the following address 1425 Corporate Center Pkwy, Santa Rosa, Ca 95404 or at such other place as the holder may from time to time designate by written notice to Borrower, in lawful money of the United States, the sum of One Hundred Thousand Dollars (\$) with simple interest at the rate of One Percent (1%) percent per annum on the unpaid principal balance from the date of this Note, until paid. The obligation of the Borrower with respect to this Note is secured by that certain CalHome Program First-Time Homebuyer Deed of Trust Loan No. (the “Deed of Trust”), and executed by the Borrower concurrently herewith.

1. **Borrower’s Obligation.** This Note evidences the obligation of the Borrower to the Lender for the repayment of funds loaned (the “CalHome Loan”) to finance the purchase of that certain real property (the “Property”), which has the address of \_\_\_\_\_  
(Street) (City)  
more fully described in Exhibit A of the Deed of Trust.
2. **Borrower(s) Acknowledge(s) and Agrees:** that the CalHome Loan is subject to the terms, conditions, and restrictions of the State of California CalHome Program as set forth in Health and Safety Code section 50650 et seq. and implementing guidelines or regulations adopted by the California Department of Housing and Community Development, all of which are hereby incorporated by reference.
3. **Repayment of Loan Principal and Interest.** No periodic payments are required hereunder. Borrower agrees to pay the unpaid principal balance, unpaid accrued interest, and any other amounts due under this Note upon the earlier of:
  - (a) 30 years from the date of this Note; or
  - (b) Upon sale, transfer, lease, or encumbrance of all or any interest in the Property without Lender’s prior written consent, except for a transfer permitted in Paragraph 4; or
  - (c) Upon Borrower’s failure to occupy the Property as Borrower’s principal place of residence.

4. **Permitted Transfers.**

The CalHome Loan is not assumable except under the following limited circumstances:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant.
- (b) A transfer of the Property where the spouse becomes an owner of the property;
- (c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property.
- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

5. **Acceleration of Payment.** The principal amount of this loan, together with any then outstanding accrued interest thereon shall become immediately due and payable, at the option of the holder and without demand or notice, upon the occurrence of any of the following events:

- (a) In the event of a default under the terms of this Note or the Deed of Trust;
- (b) In the event that the Borrower shall cease to occupy the Property as Borrower's principal place of residence; or
- (c) In the event of any sale, transfer, lease, or encumbrance of the Property without Lender's prior written consent in violation of Paragraph 4 of this Note.

6. **Effect of Due-on Sale Clause.** Failure of the holder to exercise the option to accelerate payment as provided in Paragraph 5 of this Note will not constitute waiver of the right to exercise this option in the event of subsequent cause for acceleration. Failure by Borrower to occupy the Property as Borrower's principal place of residence shall be considered an on-going event of default under this Note.

7. **Place and Manner of Payment.** All amounts due and payable under this Note are payable at the principal office of the Lender set forth above, or at such other place or places as the Lender may designate to the Borrower in writing from time-to-time.

8. **Application of Payments.** All payments received on account of this Note shall be first applied to accrued interest, if any, and the remainder shall be applied to the reduction of principal.

9. **Attorney's Fees.** The Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by the Lender in the enforcement of this Note.

10. **Default and Acceleration.** All covenants, conditions and agreements contained in the Deed of Trust are hereby made a part of this Note. The Borrower agrees that the unpaid balance of the then principal amount of this Note, together with all accrued interest thereon and charges owing, shall, at the option of the Lender or, if so provided in this Note and Deed of Trust executed by the Borrower, shall automatically, become immediately due and payable, and thereafter until paid bear interest at the rate of 2 % per annum, upon the failure of the Borrower to make any payment hereunder as and when due; upon the failure of the Borrower to perform or observe any other term or provision of this Note, or upon the occurrence of any event (whether termed default, event of default or similar term) which under the terms of the Deed of Trust, shall entitle the Lender to exercise rights or remedies thereunder.

11. **Notices.** Except as may be otherwise specified herein, any approval, notice, direction, consent, request or other action by the Lender shall be in writing and must be communicated to the Borrower at the address of the Property, or at such other place or places as the Borrower shall designate to the Lender in writing, from time to time, for the receipt of communications from the Lender. Mailed notices shall be deemed delivered and received five (5) working days after deposit in the United States mails in accordance with this provision

12. **Prepayment Policy:** Borrower may prepay this Note at any time without penalty.

